

October 31, 2003

Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423



**Nathan
Sommers
+ Jacobs
Gorman**

RECORDATION NO. 23905-C FILED

NOV 05 '03 1-53 PM

SURFACE TRANSPORTATION BOARD

Re: Recordation of Second Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 23905.

To whom it may concern:

I have enclosed one (1) original and one(1) certified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a second amendment to security agreement dated as of October 31, 2003 (the "Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Southwest Bank of Texas, N.A.
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:

United Rail Partners, Ltd.
1400 Post Oak Blvd., Suite 270
Houston, Texas 77056

A description of the equipment covered by the Security Agreement is as follows:

(a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto;

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

A Professional Corporation

ATTORNEYS AND COUNSELORS
2800 POST OAK BOULEVARD 16TH FLOOR
HOUSTON, TEXAS 77056-6102
MAIN: 713.892.4863

DIRECT: 713.892.4863 | FAX: 713.892.4800
EMAIL: AMCLAUGHLIN@NATHANSOMMERS.COM

- (c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases");
- (d) all rights, remedies and privileges of Debtor to enforce the Leases;
- (e) all other general intangibles of Debtor arising from or relating to the Leases; and
- (f) all products and proceeds thereof (including insurance proceeds).

A short summary of the Second Amendment to Security Agreement to appear in the index is as follows:

Security Agreement dated as of December 15, 2000, as amended by First Amendment to Security Agreement dated as of March 31, 2003 and Second Amendment to Security Agreement dated as of October 31, 2003 between Southwest Bank of Texas, N.A., Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and United Rail Partners, Ltd., 1400 Post Oak Blvd., Suite 270, Houston, Texas 77056 ("Debtor"), and covering (a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto; (b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; (c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases"); (d) all rights, remedies and privileges of Debtor to enforce the Leases; (e) all other general intangibles of Debtor arising from or relating to the Leases; and (f) all products and proceeds thereof (including insurance proceeds).

A fee of \$30.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,


Ana M. McLaughlin
Legal Assistant

:AMM

encl
J3295.60.wpd

Annex "A"

Railcars

- (a) Four Hundred Sixteen (416) general purpose tank railcars stencil numbers SRIX-80001 through SRIX-80418 (excluding SRIX 80264 and SRIX 80135);
- (b) Eight (8) general purpose tank railcars stencil numbers SRIX-83100 through SRIX-83107; and
- (c) Ten (10) general purpose tank railcars stencil numbers SRIX-33660 through SRIX-33659.

SECOND AMENDMENT TO SECURITY AGREEMENT NOV 05 '03 1-53 PM

SURFACE TRANSPORTATION BOARD

This SECOND AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of October 31, 2003, is between UNITED RAIL PARTNERS, LTD., a Texas limited partnership ("Debtor"), and SOUTHWEST BANK OF TEXAS, N.A., a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of December 15, 2000, as amended by First Amendment to Loan Agreement dated as of November 1, 2001, Second Amendment to Loan Agreement dated as of March 31, 2003 and Third Amendment to Loan Agreement dated as of October 31, 2003 (collectively, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed that certain Security Agreement dated as of December 15, 2000, as amended by First Amendment to Security Agreement dated as of March 31, 2003 (collectively, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into the Third Amendment to Loan Agreement referred to above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.

Amendments

1. Amendment to Section 1.02(a). Effective as of the date hereof, paragraph (a) contained in Section 1.02 of the Security Agreement is amended to read as follows:

(a) the obligations and indebtedness of Debtor to Secured Party evidenced by the Notes (as defined in the Loan Agreement).

2. Amendment to Exhibits. Effective as of the date hereof, Exhibit "A" (Railcars) to the Security Agreement is amended to conform in its entirety to Annex "A" to this Amendment.



ARTICLE II.

Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).

2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

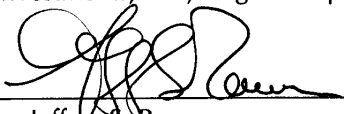
7. No Oral Agreements. This Amendment, the Loan Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of, although not necessarily on, the day and year first written above.

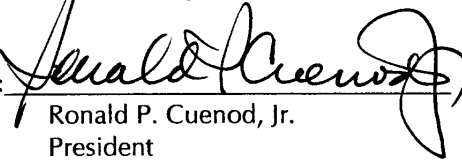
DEBTOR:

UNITED RAIL PARTNERS, LTD.

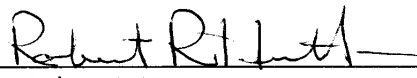
By: RH Investments, Inc., its general partner

By: 
Jeffrey S. Rawson
President

By: Gemsbok, Inc., its general partner

By: 
Ronald P. Cuenod, Jr.
President

By: Weimar Rail, Inc., its general partner

By: 
Robert R. Huette
President

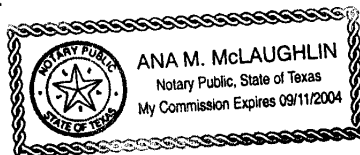
SECURED PARTY:

SOUTHWEST BANK OF TEXAS, N.A.

By: 
Ross Bartley
Assistant Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 30th day of October, 2003, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Ana M. McLaughlin
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

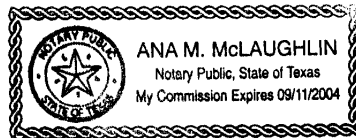
On this 28th day of October, 2003, this instrument was acknowledged before me by Robert R. Huette, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Nancy Bittner
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 30th day of October, 2003, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of Gemsbok, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Ana M. McLaughlin
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 30th day of October, 2003, this instrument was acknowledged before me by Ross Bartley as Assistant Vice President of Southwest Bank of Texas, N.A., a national association, on behalf of such association by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



Ana M. McLaughlin
Notary Public, State of Texas

List of Annexes
Annex "A" - Railcars

Annex "A"

Railcars

- (a) Four Hundred Sixteen (416) general purpose tank railcars stencil numbers SRIX-80001 through SRIX-80418 (excluding SRIX 80264 and SRIX 80135);
- (b) Eight (8) general purpose tank railcars stencil numbers SRIX-83100 through SRIX-83107; and
- (c) Ten (10) general purpose tank railcars stencil numbers SRIX-33660 through SRIX-33659.